

REMARKS

Claims 1, 3-5, 8-13, 15, 18-19, and 23-26 remain in this application. Claims 2, 6, 7, 14, 16-17 and 20-22 were previously cancelled. Claims 1, 13, 19, 25 and 26 have been amended. Support for the amendments may be found throughout the specification including, for example, at FIGS. 1, 10A, 10B, and 11, and paragraphs [0011], [0029], [0045], [0056], [0067], [0073]. No new matter has been added by any of these amendments.

Claim Rejections – 35 U.S.C. § 102

Claims 1, 3-5, 8-10, 13, 15, 18-19, and 25-26 stand rejected under 35 U.S.C. § 102(e) as being anticipated by Cheline et al. (7,197,550). Applicant has amended the claims to overcome this rejection.

Applicant respectfully urges reconsideration in light of the amendments to the claims and the arguments below.

Cheline

Cheline is directed to a technique for using a virtual private network (VPN) to extend a server-side system to a user's home client computer. 9: 43-44. Cheline discloses connecting a client network to a modem 106 for sending and receiving data to and from the Internet and a secure server network. Abstract; 8: 49-62. A VPN concentrator 136 at the server side 130 of the VPN establishes a tunnel to the modem 106, which includes a NAT 228. 7: 43-46. More specifically, Cheline teaches that "a VPN tunnel is constructed between the modem and the VPN concentrator 136...." 7: 44-45. The NAT allows the VPN to extend the server-side system 130 to the client computers by helping ensure security for the VPN and by conserving on the number of global IP addresses. 9:33-44.

Cheline discloses that the tunnel enables the server side network (i.e., VPN concentrator 136) to configure the NAT to allow for the appropriate address translation between data packets sent between the server-side 130 and the client side 108. 13:34-

45; 7: 44-65; 9: 30-37. Data destined for or received from the VPN server side is sent through the tunnel. 11: 8-15.

Claim 1

Applicant has amended claim 1 to add the following limitations:

- * “*the routable network addresses being hidden from the network subnet by an intervening NAT residing between the network subnet and the relocated network subnet*”
- * “**connecting the relocated network subnet to a tether router, the tether router separate from the NAT**”
- * “*establishing a tunnel from the network subnet to the tether router*”
- * “*receiving, from a node in the relocated network subnet using one of the routable network addresses, data packets transmitted over the tunnel*”
- * “*wherein the tunnel is configured to circumvent the NAT such that the data packets transmitted over the tunnel bypass the NAT*”

Amended claim 1 is distinguishable over Cheline. Specifically, Cheline fails to teach or suggest (1) *connecting the relocated network subnet to a tether router, the tether router separate from the NAT*, or (2) *establishing a tunnel from the network subnet to the tether router ... wherein the tunnel is configured to circumvent the NAT such that the data packets transmitted over the tunnel bypass the NAT*.

The Examiner stated that Cheline discloses the claimed “tunnel ... configured to traverse a NAT from encumbering communication between the ... network ... and the relocated network subnet.” The Examiner reasoned that “Cheline’s configuration of a tunnel through the NAT is functionally equivalent, regardless of the NAT’s cooperativeness level. Furthermore, even if the NAT itself does not encumber communication in any way, the NAT box (Fig. 2) clearly does so (i.e. via firewall).”

Cheline teaches establishing the tunnel from the VPN concentrator 136 to the modem 106 – i.e., the NAT – e.g., to enable the VPN concentrator 136 to configure the NAT. 13: 42-45.

Cheline does not disclose or suggest “establishing a tunnel … to the tether router” as required by amended claim 1. Similarly, Cheline fails to teach that “the data packets transmitted over the tunnel bypass the NAT” as further required by claim 1. Using applicant’s invention, data packets can be sent and received over the tunnel without being encumbered by the NAT.

Further, Cheline fails to disclose a “tether router” that is “separate from the NAT” as required by claim 1. Cheline teaches that the tunnel extends to the modem 106. The modem 106 includes the NAT, and thus is not separate from the NAT.

Applicant believes that the Examiner’s responses to Applicant’s arguments regarding the cooperativeness level and the use of global IP addresses of the NAT are appropriately addressed by the amendments to the claims as discussed above. More specifically, claim 1 as amended clarifies an innovation in Applicant’s invention – that the claimed configuration can be used to bypass altogether an intervening NAT to enable unimpeded communications between the local and remote networks. Because this limitation is more explicitly recited in the claims, including amended claim 1, Applicant respectfully submits that the argument is now moot.

Claims 3-5, 8-10

Claims 3-5 and 8-10 are allowable at least because they depend from allowable base claims.

Claim 13, 19, and 25

Applicant has amended these independent claims to incorporate limitations similar to those in claim 1. For the reasons discussed above with respect to claim 1, claims 13, 19, and 25 are distinct over Cheline.

Claims 15, 18, 26

Claims 15, 18 and 26 are allowable at least because they depend from allowable base claims.

Claim Rejections – 35 U.S.C. § 103

Claim 11 is rejected under 35 U.S.C. § 103(a) as being unpatentable over Cheline in view of Spacey (2002/0038371). Claims 12, 23, and 24 are rejected under 35 U.S.C. § 103(a) as being unpatentable over Cheline in view of Das et al. (6,992,994).

Because they depend from allowable base claims, Applicant submits that claims 11, 12, 23, and 24 are allowable.

CONCLUSION

For the foregoing reasons, Applicant respectfully submits that the above amendment places this application in condition for allowance, which Applicant respectfully solicits.

Please charge any shortage in fees due in connection with the filing of this paper, including extension of time fees, to Deposit Account 501946 and please credit any excess fees to such deposit account and reference attorney docket no. 28080-107.

Respectfully submitted,

McDERMOTT WILL & EMERY LLP

Marc E. Brown
Registration No. 28,590

2049 Century Park East, 38th Floor
Los Angeles, CA 90067

**Please recognize our Customer No.
33401 as our correspondence
address.**

Phone: (310) 277-4110
Facsimile: (310) 277-4730

Date: November 7, 2008